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Attorney for Plaintiffs

5 UNITED STATES DISTRICT COURT
6 DISTRICT OF NEVADA

7 JAMES PINTAR and TRICIA PINTAR,) 2:21-cv-00652-CDS-EJY
8 Plaintiffs)
9 vs.)
10 CSAA GENERAL INSURANCE)
11 COMPANY, et al;)
12 Defendants)
13)

14 **STIPULATION AND ORDER TO DISMISS PLAINTIFFS' SECOND CAUSE OF**
15 **ACTION FOR BREACH OF CONTRACT AND RESERVE LIMITED**
APPELLATE RIGHTS

16 IT IS HEREBY STIPULATED AND AGREED by and between the Plaintiffs,
17 JAMES PINTAR and TRICIA PINTAR, by and through their undersigned counsel,
18 KIRK T. KENNEDY, ESQ., and the Defendant, CSAA GENERAL INSURANCE
19 COMPANY, by and through its undersigned counsel, DAVID M. ZANIEL, ESQ., that
20 the above-entitled matter is dismissed with prejudice, in part, on the following terms:

- 21 1. The parties agree to dismiss with prejudice the Plaintiffs' Second Cause of Action for
22 Breach of Contract, which resolves that remaining trial claim;
23 2. The parties agree that the Plaintiffs reserve the right to appeal to the United States
24 Court of Appeals for the Ninth Circuit from this Court's summary judgment order, ECF
25 42, as to the grant of summary judgment against the Plaintiffs' First Cause of Action for
26 Breach of the Good Faith Covenant and the damage claims related thereto.

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3. The parties agree that the Plaintiffs shall have 30 days from the Court's order granting this Stipulation to file their Notice of Appeal under the limitations set forth herein.

4. Further, each side shall bear their own attorneys fees and costs.

/s/Kirk T. Kennedy

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/s/ David M. Zaniel

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Dated: 5/12/25

Dated: 5/12/25

ORDER

Based on the parties' stipulation, the plaintiffs' second cause of action for breach of contract is dismissed with prejudice, with each party to bear its own costs and fees.

Therefore the Clerk of Court is kindly instructed to vacate the May 19, 2025 jury trial, and to close this case.

Dated: May 12, 2025


UNITED STATES DISTRICT JUDGE

Submitted by:

/s/Kirk T. Kennedy

KIRK T. KENNEDY, ESQ.
Nevada Bar No: 5032
Attorney for Plaintiffs